

**AMENDMENT NO. 6 TO
MASTER SOFTWARE AND SERVICES AGREEMENT**

This Amendment No. 6 ("Amendment") to that certain Master Software and Services Agreement effective as of April 1, 2011, as amended and supplemented from time to time ("Original Agreement") is entered into effective as of April 23, 2019 ("Amendment Effective Date") by and between Paciolan, LLC ("Paciolan"), and the University of Wisconsin, Madison ("Customer").

Background

Paciolan and Customer now desire to further amend and supplement the Original Agreement as specified below in order to extend the Term.

In consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to amend the Original Agreement as follows.

Original Agreement Amendments

1. **Supplemental Investment Addendum.** The Investment Addendum (Exhibit D to the Original Agreement), as amended and supplemented from time to time, shall be amended and restated as set forth on Exhibit D attached hereto.
2. **Term.** Section 2(A) of the Original Agreement shall be amended and restated in its entirety as follows:

"The term of this Agreement shall begin on the Effective Date and continue until June 30, 2026 ("Initial Term") and shall automatically renew for subsequent five (5) year periods (each a "Renewal Term") under the then current terms unless either party notifies the other in writing at least ninety (90) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term". For any Renewal Term, Paciolan shall be entitled to increase or otherwise adjust its fees charged under this Agreement upon notice to Customer delivered at least one hundred twenty (120) days prior to the commencement of the applicable Renewal Term. In the event Customer does not accept such a fee increase or other adjustment prior to the commencement of the applicable Renewal Term, this Agreement shall terminate on the expiration date of the then-current operative period."

3. **Customer Data.** The following shall be added to Section 8 of the Original Agreement:

"Customer hereby authorizes, and provides a license to, Paciolan to use Customer Data for purposes of performing under the Agreement, improving its products and services and developing best practices for the benefit of Customer and Paciolan's other customers, provided that such data may only be used by Paciolan for such product improvement and best practices purposes in aggregated and anonymous form (i.e. with personally identifiable information removed). For the avoidance of doubt, the authority and license granted herein shall survive any termination of the Agreement."

4. **Ballena Agreement.** The Paciolan Software Customizations Subscription Services (Ballena) set forth on the Investment Addendum shall be provided pursuant to the Original Agreement, as amended from time to time, including this Amendment. That certain Development and Services Agreement dated November 30, 2011, as amended and supplemented from time to time, between Customer and Paciolan's subsidiary, Ballena Technologies, Inc., shall terminate and be of no further force or effect.

5. **Digital Marketing Services.** Customer shall purchase a minimum of \$100,000 of Paciolan's digital marketing services per collegiate year (July 1-June 30) pursuant to separate order forms and/or agreements. Upon Customer's satisfaction of such purchase commitment, Paciolan shall provide Customer with an annual credit of \$50,000 for the applicable collegiate year for the purchase of additional digital marketing services pursuant to separate order forms and/or agreement, which annual credit shall expire at the end of each such collegiate year and will not carryover to the subsequent collegiate year (i.e. "use it or lose it").

6. **Hardware, Software and Services Purchase Commitment.** Customer shall purchase a minimum of \$25,000 of additional Hardware, Software, Professional Services and/or subscription services per collegiate year (July 1-June 30). Upon Customer's satisfaction of such purchase commitment, Paciolan shall provide Customer with an annual credit of \$25,000 for the applicable collegiate year for the purchase of additional Hardware, Software, Professional Services and/or subscription services, which annual credit shall expire at the end of each such collegiate year and will not carryover to the subsequent collegiate year (i.e. "use it or lose it").

All exhibits attached hereto are incorporated herein by reference. Except as amended by this Amendment, all other terms and conditions set forth in the Original Agreement, including the defined terms, shall remain in full force and effect. If there is any conflict between the terms of this Amendment and the Original Agreement, then the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and do each hereby represent that their respective signatory whose signature appears below has been and is on the Amendment Effective Date duly authorized by all necessary and appropriate corporate action to execute this Amendment.

PACIOLAN, LLC

Signature:


Kimberly Damron
President + CEO
4/24/19

Name: _____

Kimberly Damron

Title:

President + CEO

Date:

4124119

UNIVERSITY OF WISCONSIN, MADISON

Signature:

Mural DWT

Name: _____

Marcel Dubois

Title:

Purchasing Agent

Date:

4/23/19

EXHIBIT D
INVESTMENT ADDENDUM

SOFTWARE

Qty	Description	Annual
Paciolan Software Subscription Services		
1	Ticketing Software w/Data Account	\$561,100
1	Fundraising Software	
1	Access Management Software	
1	eCommerce Software	
1	Paciolan Software Customizations Subscription Services (Ballena)	
Third Party Software Subscription Services		
1	Marketing Automation Application Services & Technology Subscription (up to 875,000 unique records)	
1	Builder	
1	PAC Analytics Software	

SUBSCRIPTION SERVICES

Qty	Description
Annual Professional Services Subscription	
1	SalesForce.com (SFDC) CRM Administration Service (1 instance of SFDC)

ADDITIONAL TERMS

Marketing Automation

Customer will receive 6 Personalized URL (PURL) selected from Paciolan's Ticketing pURL Solution Center and up to 10 recommended best practice business initiatives annually. Additional business initiatives/services will be billed at then current rates via a separate Statement of Work.

Incremental increases above 875,000 unique email addresses will be billed at \$350/month per additional 100,000 unique records. Up to 2 full names log in users. Additional full users will be billed at \$1,200 per year

Builder

Use of the Builder Third Party Software subscription services shall be subject to the Movable Inc Reseller Online Terms available at: <https://movableink.com/legal/paciolan>.

Visualization

The Visualization Paciolan Software subscription services and Professional Services may be provided by Paciolan's subsidiary, Ballena Technologies, LLC. Paciolan agrees to develop, host and provide 3D visualizations of Camp Randall Stadium and Kohl Center (the "Venues") specifically for use by Customer (the "Customizations"). Any additional future updates, designs or visualization modifications by Paciolan to Customizations during the term of this Addendum, as requested by Customer shall be at Paciolan's then current Professional Services rates. Customer acknowledges and agrees that any 3D visualizations provided by Paciolan as a Customizations are approximate representations only and based only upon such information and data as is available to Paciolan by Customer and/or its third party vendors and partners. Paciolan is not liable for any claim action, costs, damages, fees or other adverse action from any Customer, client, consumer or other third party arising from any such use of or access to any Customization by such third party. The Customizations shall constitute Paciolan Software under the Agreement and all rights, title and interest in the Customizations shall remain with Paciolan. In no event will Customer use the Customizations for integration into other Customer or third party programs or systems or purpose other than so stated herein without the expressed written permission of Paciolan. Customer trademarks and logos ("Customer Marks"), design, product identification, decals and artwork ("Customer Content") displayed in connection with the Customizations shall be and remain the property of Customer, provided, however, that Customer grants Paciolan the right and license to use of such Customer Marks and Customer Content as may be reasonably necessary for completion of the Customizations contemplated herein. Customer will make available four tickets to the Venues to Paciolan upon reasonable request and availability, for not more than two games or events during the course of the calendar year, during the Term. Paciolan shall provide customer with up to 10 hours of services per year to be used towards Seats3D or SMRS modeling and/or development changes pursuant to a separate Statement of Work. Such services shall expire on June 30th of each year and shall not carry over (i.e. use it or lose it).

TRANSACTION FEES	
Description	Term
Single Ticket or Value/Misc. Item (1) Per Price of Ticket or Value/Misc. Item Sold via e.Venue	Included
Item Packages (2) Maximum Fee Per an Item Package	Included
New Combo / Multiple Event Items / Season Tickets (3) Per Price of Combo / Multiple Event Item Sold via e.Venue	Included
Student Season Tickets Per Combo / Multiple Event Item Sold via e.Venue	Included
Renewals / Application Packages Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed)	Included
SRMS Payment Processing Per payment transactions processed via e.Venue	Included
Online Donation Processing Per Transaction Value processed via e.Venue	Included
Electronic Transfer Per Order transfer processed via e.Venue	Included
e.Check Transactions Per Check electronically processed	Included
Electronic Ticket / Item Delivery from e.Venue and Back Office System (4) Per Order utilizing Print at Home or Mobile Delivery Per Order utilizing Patron ID Card/Device	Included Included
e.Venue Guaranteed Minimum Annual Fee (5)	Included
Non-Athletic Events Per Single, Combo, Value Item transacted through e.Venue	Included
<p>1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through e.Venue, including non-ticket items such as merchandise. Zero-priced items sold will be charged the minimum fee for the item type. Value item includes gift certificate or miscellaneous item.</p> <p>2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package.</p> <p>3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate.</p> <p>4 Back Office systems include tRes and Pac7 or higher Order Management/Item Sales</p> <p>5 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.</p>	

FEES AND PAYMENT TERMS

FEES	
ANNUAL HOSTING SERVICES	\$561,100
PAYMENT TERMS	
DUE ON July 1, 2019 and each July 1st thereafter thru term of Agreement	<u>\$561,100</u>